



**Fire Security Electronics
& Communications, Inc.**

17621 N. 25th. Ave. • Phoenix, Arizona 85023 • (602) 564-7770 • Fax (602) 564-7776
www.fsec.net • email: sales@fsec.net • ROC# 086767 L-67, 272085 L16

Proposal

July 11, 2012

Mohave Contract No. 08B-FIRE-0528

ES6762

Camelview Elementary School

Fire Alarm System Upgrade

Fire Security Electronics & Communications, Inc. proposes to furnish:

1 ea. Fire Alarm System Upgrade as per the material list on page 2 of this proposal. **\$98,263.53**

City of Phoenix Permit Fee:	\$1,923.75
Sales Tax (Proposal Subtotal times Prime Contractor Sales Tax Rate):	\$6,056.32
Total Purchase Order Price:	\$106,243.61

The following equipment and installation labor shall be provided by Fire Security Electronics & Communications, Inc.:

- 1) Demo out the existing fire alarm control equipment, field devices, and wiring and turn over to the owner.
- 2) Rewire existing graphic annunciator for compatibility with the new control equipment.
- 3) Supply and installation of all head end equipment.
- 4) Supply and installation of new field devices.
- 5) Supply and installation of all special systems cable.
- 6) All labor to setup and test the systems for proper operation.
- 7) All labor to test the system with the local AHJ.
- 8) All shop drawings, project submittals, O&M manuals, and As-Built drawings.
- 9) Training of the owners key personnel.

The following items are excluded from this proposal:

- 1) Door Holders, FSEC will use the existing magnetic door holders and transformers. FSEC will repair any defective door holders and provide new addressable relays for door release control. Repair of doors or pneumatic closers is not included.
- 2) AC Power, FSEC will use the existing dedicated AC power circuits that are currently assigned to the existing control equipment.
- 3) Graphic annunciator replacement, FSEC will reuse the existing graphic annunciator enclosure and overlay. We will upgrade the LED driver to match the new equipment and program the system for area annunciation per the current graphic overlay and LED placement.

Special Conditions:

- 1) This proposal is based on information provided by Madison Elementary School District.
- 2) Upon plan review by the AHJ, any additional equipment required by the AHJ will be quoted separately from this proposal and will be considered a change order.
- 3) It is assumed that adequate underground pathways exist between buildings. Any repair or new installation of underground conduit is excluded from this proposal and is the responsibility of the school district.
- 4) The above pricing is based on the attached Terms & Conditions. Any modifications to those Terms & Conditions must be in writing, accepted by an Officer of FSEC, and may increase the price accordingly.

This proposal references MESC Price List 08B-FIRE-0528-120111

SEE ATTACHED TERMS & CONDITIONS

Do not accept without reading all pages.

Proposed By: Curt Thurman
Salesman

Date: 07/11/2012

Accepted By: _____

Date: _____



Fire Security Electronics & Communications, Inc.

Breakdown

July 11, 2012

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Reference: MESC Price List 08B-FIRE-0528-120111

Mohave Contract: 08B-FIRE-0528

Camelview Elementary School

Fire Alarm System Upgrade

Qty.	Manufacturer	Model No.	Description	Unit Price	Ext. Price
1	Gamewell-FCI	E3BB-BC/INCC	Enclosure, command center, black, "C" size	\$315.00	\$315.00
1	Gamewell-FCI	E3ID3-C	Inner door, command center, 3 slots, "C" Size	\$140.18	\$140.18
1	Gamewell-FCI	E3-ILI-CPLATE	Intelligent loop module mounting plate, "C" Size	\$88.99	\$88.99
1	Gamewell-FCI	ILI-MB-E3	Intelligent loop interface, mother board	\$655.99	\$655.99
1	Gamewell-FCI	ILI-S-E3	Intelligent loop interface, supplemental	\$606.38	\$606.38
1	Gamewell-FCI	LCD-E3	LCD keypad display	\$437.85	\$437.85
1	Gamewell-FCI	DACT-E3	Digital alarm communication transmitter	\$245.70	\$245.70
1	Gamewell-FCI	PM-9	E3 Series 9 ampere power supply	\$490.61	\$490.61
1	Gamewell-FCI	1100-0503	ANU-48 LED driver module	\$356.74	\$356.74
1	Gamewell-FCI	1100-0455	ASM-16 programmable switch module	\$356.74	\$356.74
2	Gamewell-FCI	HPF24S8	Supplementary NAC panel, 8A, 4 circuits, with sync	\$622.13	\$1,244.25
2	Gamewell-FCI	ZNAC-4	Class A/Style Z NAC option module	\$97.65	\$195.30
6	Various Vendors	12V7AH	12 Volt, 7 Amp Hour Sealed Lead Acid Battery	\$17.27	\$103.63
4	Gamewell-FCI	MS-7AF	Addressable double action station (AMM-2SF mini-mod included)	\$89.38	\$357.53
254	Gamewell-FCI	ASD-PTL2F	Analog photoelectronic sensor 135°	\$74.03	\$18,802.35
32	Gamewell-FCI	ATD-RL2F	Thermal sensor ROR 15° / 135°	\$45.68	\$1,461.60
286	Gamewell-FCI	B210LP	6" base, flanged, low profile, use with analog sensor or Velociti sensors	\$11.03	\$3,153.15
3	Gamewell-FCI	AMM-4F	Addressable monitor module, Class "A"	\$57.88	\$173.64
42	Gamewell-FCI	AOM-2RF	Addressable output relay control module	\$73.63	\$3,092.51
80	Gentex	GEC3-24PWR	Commander3 Series 24VDC, Wall Mount, Evacuation Horn/Strobe, Select:	\$51.66	\$4,132.80
48	Gentex	GES3-24WR	Commander3 Series 24VDC, Wall Mount, Evacuation Strobe, Selectable C	\$39.06	\$1,874.88
4000	Westpenn Wire	60991B	2 COND 16 SOLID BARE FPLP	\$0.25	\$990.47
9000	Westpenn Wire	990	2 COND 16 SOLID BARE FPLR	\$0.22	\$2,017.44
5000	Westpenn Wire	60995B	2 COND 12 SOLID BARE FPLP	\$0.56	\$2,806.47
8000	Various Vendors	12THHNSOL	12 AWG THHN Solid Conductor Per Foot	\$0.25	\$1,960.00
2100	Arlington Industries	TL20	2" LOOP™ Cable Hanger	\$0.63	\$1,323.00
20	Various Vendors	3/4EMTCOND	3/4" EMT Conduit 10' Length	\$7.58	\$151.55
8	Various Vendors	3/4EMTCMPCOU	3/4" EMT Compression Coupler	\$8.59	\$68.74
10	Various Vendors	3/4EMTCMPCON	3/4" EMT Compression Connector	\$4.52	\$45.15
30	Various Vendors	3/4MINISTRAP	3/4" Mini Conduit Strap	\$4.29	\$128.63
44	Various Vendors	4S-BOX	4" Square Electrical Box	\$1.79	\$78.54
24	Various Vendors	BA-12	24" T-Bar Hanger Assembly	\$8.31	\$199.50
Total Equipment Price:					\$48,055.30
898	Hours		Installation, Testing & Programming Labor	\$60.00	\$53,880.00
30	Hours		Drafting & Documentation Labor	\$50.00	\$1,500.00

Subtotal with Labor \$103,435.30

Volume Discount: 5% **\$5,171.76**

Subtotal w/ Volume Discount: **\$98,263.53**

City of Phoenix Permit Fee: \$1,923.75

Proposal Subtotal w/ Permit Fee: **\$100,187.28**

Sales Tax (Proposal Subtotal times Prime Contractor Sales Tax Rate): 6.045% \$6,056.32

Proposal Subtotal with Sales Tax: **\$106,243.61**

Total Proposal Price: **\$106,243.61**

NOTE:

Price includes testing, programming and certification of the system. All new materials supplied by Fire Security Electronics & Communications, Inc. include a two year warranty on materials and workmanship.

Terms and Conditions

Page 1 of 2

1. VENUE It is mutually agreed that regardless of where executed, this Agreement shall be conclusively deemed to have been executed under and pursuant to the laws of the State of Arizona and that the laws of said state, and only said state, shall be applied hereunder, and that any causes of action between the parties hereto shall only have jurisdiction and venue in the courts of the State of Arizona.
2. MODIFICATION No charge or modification of this Agreement, or any provision thereof, shall be binding upon parties hereto, unless it shall be in writing and signed by the party sought to be charged thereunder.
3. SUBSEQUENT LEGAL PROCEEDINGS In the event that an action is brought to enforce any part of this Agreement, the prevailing party shall be entitled to recover all reasonable expenses, including reasonable attorney's fee, costs and any other relief to which the prevailing party is otherwise entitled, whether or not suit is instituted.
4. BINDING EFFECT This Agreement is entered into freely and voluntarily between the parties, and it shall be binding upon and inure to the benefit of the parties hereto, as well as their respective heirs, personal representatives, successors and assigns.
5. ENTIRE AGREEMENT This Agreement constitutes the entire agreement between the parties hereto and supersedes all prior and contemporaneous negotiations, understandings, agreements, inducements and conditions of any nature whatsoever with respect to the subject matter hereof.
6. PROVISIONS SEVERABLE If any provision of this Agreement shall be or shall become illegal or unenforceable, in whole or in part, for any reason, the remaining provisions hereof shall never the less be deemed valid, binding and subsisting.
7. INDULGENCES NOT WAIVERS No indulgences extended by either party hereto to the other party shall be construed as a waiver of any breach on the part of such other party, nor shall any waiver of one breach be construed as a waiver of any rights or remedies with respect to any subsequent breach.
8. COUNTERPARTS This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
9. All invoices are due and payable upon presentation and past due 30 days thereafter.
10. All past due invoices **WILL BE CHARGED** a 2 percent per month finance charge on the outstanding balance.
11. Any account over 60 days will be subject to credit hold and work shall cease until the outstanding balance has been paid.
12. All equipment shall be ordered upon receipt of approved submittals.
13. Equipment will be invoiced upon receipt and shall be stored in our warehouse until required on site. Should delivery to site be required for payment, then notification within 24 hours of receipt of our invoice shall be given. If on site storage is required for payment, the CONTRACTOR shall provide secure storage at no cost to F.S.E.C. and the CONTRACTOR assumes all liability for the safe storage of all equipment until required for installation. If notification is not given within 24 hours to F.S.E.C. then the contractor has agreed that the materials may be stored in our warehouse and that payment will be made in accordance with the above.
14. Should terms 12 & 13 above be unacceptable, then the Contractor shall notify F.S.E.C. in writing together with the required delivery dates for the equipment to be on site. Upon receipt of approved submittals, we shall order the equipment for delivery as requested. Any increase in price due to the delayed delivery or any special freight charges due to expedited delivery shall be addition to contract and shall be charged to the Contractor.
15. A construction schedule, a full set of electrical drawings and a complete set of specifications including all addenda shall be supplied to F.S.E.C. by the Contractor within 14 days from placing of order. The schedule shall show the estimated delivery requirements of all special back boxes to the Contractor, the estimated date that F.S.E.C. is required on site and the completion date.
16. The Contractor shall give F.S.E.C. a minimum of 14 days notice after total completion of his work to commence on site. F.S.E.C. shall need a minimum of 30 days to complete our work from that date.
17. After F.S.E.C. has tested the system(s) to its satisfaction, F.S.E.C. shall call for inspection by the authority having jurisdiction.
18. F.S.E.C. reserves the right to stop work on all projects with this Contractor should any invoices become past due.
19. All bids by F.S.E.C. are based on a single visit to install, trim, test and inspect unless specifically detailed otherwise. Should the Contractor require multiple visits, then additional charges shall apply.
20. All bids are based on work being carried out during normal working hours. Overtime that is worked due to Contractor request will be chargeable at our standard overtime rates.
21. Should the Contractor call for F.S.E.C. to commence work before the Contractor is complete, the Contractor agrees to pay F.S.E.C. for non-productive time at our standard service hourly rate.
22. The Contractor shall install the system(s) in accordance with the drawings supplied by F.S.E.C. using the materials detailed by F.S.E.C. The Contractor agrees to replace or reinstall any or all items found by F.S.E.C. to be in violation of any applicable Federal, State, Local or National Codes and/or F.S.E.C. approved drawings.
23. The prices and terms on this quotation are not subject to verbal changes or other agreements unless approved in writing by the home office of the seller. All quotations and agreements are contingent upon Strikes, Accidents, Fires, Availability of materials and all other causes beyond our control.
24. Typographical and stenographic errors subject to correction.
25. Purchaser agrees to accept either overage or shortage not in excess of 10 percent to be charged pro rata.

TERMS & CONDITIONS

Page 2 of 2

26. Purchaser assumes liability for patent and copyright infringement when goods are made to purchaser's specifications. When quotation specifies material to be furnished by the purchaser, ample allowance must be made for reasonable spoilage and material must be of suitable quality to facilitate efficient production.
27. Conditions not specifically stated herein shall be governed by established trade customs.
28. **TERMS INCONSISTENT WITH THOSE STATED HEREIN WHICH MAY APPEAR ON PURCHASER'S ORDER WILL NOT BE BINDING ON SELLER.**
29. Should a contract be canceled for any reason, then a charge shall be made, including but not limited to, all work and expenses incurred to the date of cancellation. Full profit and overhead estimated for the project and a 25 percent restocking charge for all equipment ordered and/or received by F.S.E.C. for the project at F.S.E.C. selling price.
30. Fire Security Electronics & Communications, Inc. employs a notification service to fulfill the requirements of ARIZONA REVISED STATUTES 33.992.01. This is strictly a vehicle to protect yours and Fire Security Electronics & Communications, Inc. rights and is not a reflection on anyone's ability to pay.
31. Fire Security Electronics & Communications, Inc. shall invoice any materials, labor, supervision or engineering that it has expended, as work progresses. All such invoices are due upon presentation and PAST DUE 30 days from date of invoice.
32. Fire Security Electronics & Communications, Inc. will not carry out any additional work without a written change order. F.S.E.C. will prepare any change order documents and submit them to the Contractor for approval and acceptance. All change orders will be subject to the existing contract terms and conditions.
33. Fire Security Electronics & Communications does not accept backcharges for any reason whatsoever unless they are brought to the attention and agreed upon in writing by our installation manager at the time of the occurrence.
34. **WARRANTY SERVICE SHALL BE PROVIDED DURING NORMAL WORKING HOURS FOR A PERIOD OF ONE (1) YEAR AFTER ACCEPTANCE OR FIRST BENEFICIAL USE, WHICHEVER COMES FIRST. THIS WARRANTY DOES NOT EXTEND TO ANY EQUIPMENT, WHICH HAS BEEN SUBJECT TO MISUSE, NEGLIGENCE, ACCIDENT, UNAUTHORIZED REPAIR OR ALTERATIONS. IT DOES NOT COVER USER MAINTENANCE AND ADJUSTMENTS.**
35. On-Call Emergency Service will be provided twenty-four (24) hours a day.
36. PERMIT FEES are NOT included in the job contract, UNLESS they are specified as being included in the proposal document.
37. All materials shall remain the sole property of F.S.E.C. until paid for in full. Should it become necessary for F.S.E.C. to reclaim any materials that have NOT been paid for, then F.S.E.C. may collect from the Contractor a lease amount equal to 1/12th of the total value of such materials for each month the equipment was in service.
38. **FSEC does not accept any liquidated damages on any project for any reason whatsoever, as FSEC does not have any control as to the progress of other contractors and subcontractors who affect our ability to complete our work on time.**

PROPOSED

BY: _____
Signature *Fire Security Electronics & Communications, Inc.* *Date*

ACCEPTED

BY: _____
Signature *Company* *Date*